

Verizon New England Inc.

## 17. Unbundled Dark Fiber

### 17.1 General

17.1.1	Description
A.	Dark fiber provides a TC with a continuous fiber optic strand within an existing, in-place Telephone Company fiber optic cable sheath solely for use in the provision of telecommunications services.
1.	A strand is not considered continuous if splicing is required to provide fiber continuity between locations. If a fiber strand can be made continuous by joining fibers at existing splice points within the same sheath, the Telephone Company will perform such splicing at the TC's request on a time and materials basis.
2.	A minimum quantity of two fiber strands is required.
B.	Dark fiber is only available where in-place, spare facilities exist. The Telephone Company will not construct new or additional facilities and will not introduce additional splice points to accommodate dark fiber requests.
C.	Dark fiber is provided subject to the availability of facilities on a first-come, first-served basis. Reservations for dark fiber are not accepted.
D.	Unbundled dark fiber may be accessed at existing hard termination points (e.g., fiber distribution frames, industry standard mechanical fiber connectors), at existing splice points (per DTE Phase 4N Order) or, for collocation arrangements, at the fiber tie augment on the POT bay.
E.	Written requests for dark fiber must designate the two locations between which dark fiber is desired and the quantity of fiber pairs requested. Each request must specify two locations only. Additional locations will require additional requests.
F.	The Telephone Company's Telecom Industry Services Operations Center (TISOC) will be the single point of contact for all unbundled dark fiber requests.

17.1.2	Cable Records Review
A.	Prior to ordering dark fiber, a TC must have the Telephone Company conduct a review of its existing cable records to determine whether spare dark fiber is available.
1.	<b>If Spare Fiber Exists</b> —The Telephone Company will notify the TC and provide the estimated mileage and number of intermediate offices, if applicable. The Telephone Company will also provide an estimate of the applicable rates and charges when the records indicate spare dark fiber may be available. The Telephone Company makes no guarantee as to the length of time the fiber will remain spare. If such fiber does not remain spare and the Telephone Company had provided notification of its availability within the last sixty days to the TC, the Telephone Company will notify the TC that it is no longer available (per DTE Phase 4N Order).

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**17.1 General****17.1.2 Cable Records Review****A. (Continued)**

2. **If no Spare Unreserved Fiber Exists**—The Telephone Company will inform the TC as soon as practical. The TC may request documentation supporting that this is the case. The Telephone Company will provide such documentation which may include, at the Telephone Company's sole option, copies of its records or information extracted from its records, omitting all proprietary or confidential information. The Telephone Company will provide such documentation within thirty business days of the TC's request for documentation, except in cases of voluminous requests or large, complex projects (per DTE MA 4N Order).

**17.1.3 Fiber Layout Map**

- A. At the option of the TC, the TC may request a fiber layout map for a wire center for preliminary design purposes only. The map will show the routes within the wire center where there are existing Telephone Company fiber cable sheaths.
  1. Fiber layout maps are based upon the Telephone Company's existing records and are provided subject to a proprietary agreement (per DTE MA 4N Order). Said agreement shall limit disclosure to personnel of the TC that have a need for fiber layout information solely for the purpose of designing the TC network within the servicing wire center.
  2. A TC's written request for a fiber layout map for a wire center shall be sent to the service delivery engineer in the TISOC. The Telephone Company will charge the TC requesting the map on a time and materials basis for all work performed by the Telephone Company in connection with creating the map. Within 15 business days of receipt of the TC's written request, and before undertaking any work to create the map, the Telephone Company will provide the TC with a written estimate of the time and cost associated with creating the map. The Telephone Company will proceed with the work to create the map only upon receipt of the TC's written authorization and full payment of the estimated charges. Upon completion of the work to create a map, the Telephone Company will provide the TC with a final statement of the total costs incurred to perform the work and either issue a bill or provide a credit for the difference between the estimated and actual costs.
  3. If another TC submits a written request for a fiber layout map for the same wire center, the Telephone Company will provide the map to the other TC subject to the same non-disclosure agreement. The Telephone Company will charge the TC requesting the map on a time and materials basis for all work performed by the Telephone Company to reproduce and update the map. Before undertaking any work to reproduce and update the map, the Telephone Company will provide the TC with a written estimate of the time and cost associated with providing the map. The Telephone Company will proceed with the work to reproduce and update the map only upon receipt of the TC's written authorization and full payment.

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**17.1 General**

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**17.1.4 Field Survey**

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| A. | At the option of the TC, the TC may request a field survey in order to verify the availability of dark fiber pairs and that such pairs are not defective or have not been used by Telephone Company personnel for prior emergency restoration activity. Fiber pairs will be tested by placing a light source on the individual fibers and measuring the end-to-end loss utilizing industry standard fiber optic test equipment. Results will be documented and provided to the TC. |
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**17.1.5 Testing**

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| A. | At the option of the TC, the TC may request testing of dark fiber in lieu of a field survey or as follow up to a field survey. If the TC subsequently determines the unbundled dark fiber provided by the Telephone Company is not suitable, the TC must submit a request to disconnect the unbundled dark fiber. |
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**17. Unbundled Dark Fiber**  
**17.2 Responsibility of the Telephone Company**

17.2.1	Description
A.	The Telephone Company does not guarantee or make any warranty with respect to the accuracy or completeness of its cable records.
B.	Telephone Company technicians will perform all installation and cross-connect work at the splice point, including interconnection, using current splicing methods, to a fiber optic cable provided, installed and maintained by a TC.
C.	Dark fiber, where available, conformed to those Telephone Company standard transmission characteristics in place at the time the fiber was installed. The Telephone Company will not re-terminate or re-splice fibers in order to improve transmission characteristics.
D.	The Telephone Company does not guarantee the transmission characteristics of dark fiber will remain constant over time.
E.	Where dark fiber terminates at a fiber distribution frame, the Telephone Company will place a jumper cable connecting the pair on the Telephone Company's fiber distribution frame to the TC's demarcation point.
F.	Where dark fiber terminates at a collocation arrangement, the Telephone Company will place a jumper cable connecting the pair on the Telephone Company's fiber distribution frame to the TC's fiber tie augment on the POT bay.
G.	The Telephone Company will provide intermediate cross-connections between fiber distribution frames in intermediate wire center(s).
H.	The Telephone Company reserves the right to petition for relief from its obligation to provide dark fiber if it believes that a TC request would strand an unreasonable amount of fiber capacity or would result in service disruption or degradation of service to other customers.
I.	In the event the Telephone Company must perform emergency cable restoration to its own facilities, all efforts will be made to restore the TC's leased unbundled dark fiber pairs in the same manner as other fibers in the same cable sheath using Telephone Company standard restoration procedures.

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**17. Unbundled Dark Fiber**  
**17.3 Responsibility of the TC**

17.3.1	Description
A.	The TC assumes all risks of ordering dark fiber based solely on the Telephone Company's cable records review including, but not limited to, service order charges and/or cancellation charges if it is subsequently determined that dark fiber is not available.
B.	The TC is responsible for determining whether the transmission characteristics of the dark fiber provided by the Telephone Company will accommodate its requirements.
C.	The TC is responsible for obtaining all rights of way, conduit, duct and pole space required for the CLEC-provided cable.
D.	The TC is responsible for obtaining any governmental or private property permit, easement or other authorization or approval required for access to dark fiber, such as to open manhole covers.
E.	Establishment of applicable fiber optic transmission equipment or intermediate repeaters needed to power unbundled dark fiber in order to transmit information is the responsibility of the TC.
F.	The TC assumes all risks associated with the unforeseen introduction of future splices on dark fiber.
G.	The TC is responsible for establishing a fiber patch panel which will serve as the demarcation point when dark fiber terminates in a location other than a Telephone Company wire center.
H.	The TC is responsible for augmenting its collocation arrangement with the proper cross connects before it submits an order for unbundled dark fiber.
I.	The TC accepts the environmental risks inherent in outside plant construction.
J.	Upon notification by the Telephone Company, the TC must also agree to cooperate with the Telephone Company for normal cable maintenance activity (e.g., cable rearrangements, etc.

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**17. Unbundled Dark Fiber**  
**17.4 Regulations****17.4.1 Reserving Fiber Pairs**

- A. The Telephone Company will only reserve fiber pairs for known future growth. However, where the Telephone Company has received a specific order for fiber-related service from a given customer, the fiber will be reserved for that customer.

**17.4.2 Maintenance Spares**

- A. In order to maintain network survivability and reliability of the Telephone Company network, the Telephone Company reserves the right to designate up to five percent of fibers in a sheath with a minimum of two fibers in cables with twelve to twenty-four fibers and no more than twelve fibers in larger fiber cables as maintenance spares. These maintenance spares are not available for dark fiber.
1. If the Telephone Company denies a request for dark fiber and has reserved fibers in excess of these amounts for its own business needs, the Telephone Company shall inform the TC of its doing so, and the reasons therefore. The dispute resolution procedures set forth in this tariff will govern any ensuing disagreement between the TC and the Telephone Company.

**17.4.3 Billing of Rates and Charges**

- A. The Telephone Company will commence billing applicable NRCs and monthly rates for unbundled dark fiber upon completion of the service order on the requested due date.

**17.4.4 Request for Service Date Change**

- A. The TC may submit to the TISOC a written supplement to the original ASR requesting a change of service date for the unbundled dark fiber request, but the new service date may not exceed the original service date by more than thirty calendar days. The TC will be billed a service date change charge (NRC) to delay the start of service.
1. If the TC's requested service date is more than thirty calendar days after the original service date, or if the TC is unable to accept the unbundled dark fiber within thirty calendar days of the original service date, the TC's order for unbundled dark fiber will be cancelled by the TISOC representative on the thirty-first day and cancellation charges will apply. In addition, the pairs requested on the cancelled order(s) will not be reserved for the TC and will be returned to available inventory.

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### 17.5 Application of Rates and Charges

17.5.1 NRCs
A. <b>Cable Records Review</b> —The TC will be billed an NRC for cable documentation per request, to reimburse the Telephone Company for the costs incurred in providing the TC with the documentation described in Section 17.1.2.
B. The Service Order Charge NRC applies (refer to Part A, Section 3.3).
C. The following NRCs apply as appropriate (refer to Part A, Section 3.3). <ol style="list-style-type: none"> <li>1. Dispatch-Out of Hours</li> <li>2. Customer Not Ready-In</li> <li>3. Customer Not Ready-Out</li> <li>4. Customer Misdirect-In</li> <li>5. Customer Misdirect-Out</li> <li>6. Modification charges</li> <li>7. <b>Cable Documentation</b>—Applies per request.</li> <li>8. Cancellation Charge</li> </ol>

17.5.2 Monthly Rates
A. Monthly rates associated with fiber pairs apply on a fixed and per tenth mile basis (per DTE Phase 4N Order). The fixed rate applies per fiber pair, per wire center. The per one-tenth mile rate applies per fiber pair with mileage calculated utilizing the V&H coordinates method between the two locations.
1. Mileage will be measured in units of one-tenth of a mile. Any fractional unit will be rounded up to the next higher unit before applying rates.
B. When applicable, an intermediate cross-connection rate applies on a monthly basis.

17.5.3 Time and Materials
A. Time and Materials rates and charges apply as follows.
1. When a TC requests a new fiber layout map or an update to or copy of an existing fiber layout map (per DTE Phase 4N Order).
2. When a TC requests a cable records review.
3. When a TC requests a field survey.
4. When a TC requests testing.
5. When a TC requests cable documentation supporting the Telephone Company's determination that no dark fiber is available (per DTE Phase 4N Order).
6. When the Telephone Company performs a splice or related work.

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**17.5 Application of Rates and Charges**

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17.5.3	Time and Materials
B.	<b>Testing</b> —Time and materials charges will apply if the TC requests the Telephone Company to retest the fibers subsequent to the field survey. In cases where a field survey is declined by the TC, initial or subsequent testing of the fiber to determine actual transmission requirements will be performed at the TC's request on a time and materials basis.

17.5.4	Collocation Charges
A.	Collocation SAC or IAC charges, as appropriate, will also apply (refer to Part E).